

T H E P O R T O F P O R T L A N D

CONTRACTORS' DRY DOCK UNDERTAKING

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

hereinafter called the "contractor" is/are held and firmly bound unto The Port of Portland, a municipal corporation, in the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 192\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH, that

WHEREAS, The Port of Portland controls and operates certain sectional drydocks located at St. Johns, Portland, Oregon, and is required by law to keep such drydocks open to the use of all contractors, ship repairers and mechanics, on equal terms under such regulations as The Port of Portland may put forth; and

WHEREAS, The Port of Portland has adopted and published a drydock tariff with certain rules and regulations under the provisions of which the said drydocks may be used by such contractors, ship repairers and mechanics, and may from time to time publish and/or place in effect additional amendatory and/or other tariffs, rules and regulations; and

WHEREAS, the undersigned is engaged or will engage in the business of repairing, altering, painting, cleaning and doing of other work upon boats and vessels of all kinds, and desires to use the said drydocks under the rules and regulations, tariff and schedules of rates and charges of The Port of Portland;

NOW, THEREFORE, the undersigned hereby undertakes and agrees to faithfully observe and comply with all of the rules and regulations of The Port of Portland pertaining to the use and occupancy of said drydocks, including wharves and appurtenances thereto, and to promptly pay all bills and charges made by The Port of Portland against the undersigned for use of the drydocks, use of equipment, material and/or labor furnished, electrical service and compressed air service, as well as all just claims of The Port of Portland for damage to its property, immediate or consequential, caused by the undersigned, its or his or their agents or employees, including charges for cleaning up and removing all refuse, oil, etc., and the undersigned shall and will indemnify and hold harmless The Port of Portland from any loss or damage caused by the contractor or its or his or their agents or employees by reason of the violation of any of the provisions of this obligation; and if the undersigned so complies with the foregoing in all respects, then this obligation shall be void, otherwise to remain in full force and effect.

THIS OBLIGATION IS FURTHER CONDITIONED, that all the rules and regulations of The Port of Portland pertaining to the use and occupancy of said drydocks, including wharves and appurtenances thereto, are hereby made a part hereof, whether expressly incorporated herein or not.

IN WITNESS WHEREOF the undersigned as  
contractor ha hereunto set  
hand and seal this day of  
192\_\_.

In presence of:

_____	_____ SEAL
_____	_____ SEAL